

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into this 8th day of May 2018 by and between **José Mateo Sanchez Ramos**, the former employee, on the one hand, and **Bawadi, Inc.** and **Khalid Mekki**, the former employers, on the other hand.

Collectively, Mr. Mekki and Bawadi, Inc. will be referred to as the “Employers.” Collectively, Mr. Sanchez Ramos and the Employers will be referred to as “the Parties.”

RECITALS

Mr. Sanchez Ramos worked for the Employers from approximately September 2016 to May 23, 2017. On August 15, 2017, Mr. Sanchez Ramos filed a civil suit against the Employers in the U.S. District Court for the Eastern District of Virginia, seeking damages and other relief under the Fair Labor Standards Act and Virginia contract law for failure to pay wages. The Employers deny and dispute the allegations.

WHEREAS, the Parties desire to settle and resolve all matters arising out of Mr. Sanchez Ramos’s employment with the Employers, under certain terms and conditions.

AGREEMENT

Accordingly, the Parties stipulate and agree as follows:

1. Settlement Payment

- a. Subject to the terms and conditions of this Agreement, the Employers shall pay the total sum of **\$7,000** (the “Settlement Sum”) for settlement of all claims that Mr. Sanchez Ramos has against the Employers related to his past employment with them, including attorney’s fees and costs.
- b. The Settlement Sum shall be paid in fourteen installment payments, payable as follows:
 - i. On or before June 1, 2018: \$500
 - ii. \$500 per month thereafter, to be paid on the 1st of each month, until complete payment is made.
- c. Payments shall be made in cash, or in certified funds (cashier’s check or money order) payable to “Legal Aid Justice Center—Client Trust Account.” Payments shall be delivered to the office of Mr. Sanchez Ramos’s attorneys at the Legal Aid Justice Center, 6066 Leesburg Pike, Suite 520, Falls Church, VA 22041. The Employers shall receive a receipt for each payment made.

2. Dismissal With Prejudice

Once this Agreement has been signed by all Parties, Plaintiff will dismiss with prejudice his civil case against the Employers, Civil Action No. 1:17-cv-924, within 3 business days.

3. Mutual Release and Promise Not to Sue

In exchange for the Employers' performance under this Agreement, Mr. Sanchez Ramos promises not to sue and fully releases the Employers with respect to any and all potential claims, known or unknown, arising out of his former employment with them.

In exchange for Mr. Sanchez Ramos's performance under this Agreement, the Employers promise not to sue and fully release Mr. Sanchez Ramos with respect to any and all potential claims, known or unknown, arising out of his former employment with them.

4. No Admission

This Agreement and compliance with it shall not be construed as an admission by the Employers of any wrongdoing.

5. Confidentiality

Except as provided below, the Parties and their attorneys agree not to disclose or publicize (or cause to be disclosed or publicized) information about this Agreement or the settlement amount. If asked, the Parties will only inform others that a mutually satisfactory settlement has been reached.

Exceptions:

In the following circumstances, information about this Agreement and the settlement amount may be disclosed to the extent required:

- a. To a court, government, or administrative agency, as required by law;
- b. To obtain appropriate legal, tax or financial advice from a party's own professionals;
- c. To report income or expense to appropriate tax authorities;
- d. To make required reports to shareholders or regulatory agencies; or
- e. To enforce this Agreement.

6. Non-Disparagement and Neutral Reference

The Parties agree that they will not make derogatory statements regarding each other or otherwise disparage each other.

All reference checks regarding Mr. Sanchez Ramos will be answered in a neutral manner and shall be limited to factual matters such as Mr. Sanchez Ramos's name, dates of employment, job title, job duties, and salary (if such information is requested). All other inquiries shall be answered with "no comment."

7. Governing Law and Enforcement

This Agreement shall be governed by Virginia law, without regard to choice-of-law principles.

8. Enforcement

- a. Any action to enforce this Agreement shall be brought in an appropriate court located either in the city of Alexandria (including the United States District Court for the Eastern District of Virginia), or in the City or County of Fairfax. The Parties specifically consent to jurisdiction and venue in such courts.
- b. If the Employers miss a payment, the outstanding balance shall become due and owing immediately, with interest of 6%.
- c. If any Party is found to have breached this agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, as well as 6% interest from the date of the breach.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and it was drafted mutually by all of the Parties. It may not be altered, amended, or otherwise modified except by a writing signed by all of the Parties.

10. Independent Advice

The Parties agree that they have had the opportunity to secure independent legal advice and consultation in connection with this Agreement and any rights they may be relinquishing hereby, and that they have not relied upon any representations or statements made by any other party or by any other party's counsel in executing this Agreement.

11. Signature

This Agreement will become effective once it has been signed by all of the Parties. The Agreement may be signed in counterparts. A photocopy or electronic scan of a party's signature of the Agreement shall have the same validity as an original.

I HAVE COMPLETELY READ THIS AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT FOR THE PURPOSE OF FINAL RESOLUTION AND SETTLEMENT OF ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, ARISING OUT OF JOSE MATEO SANCHEZ RAMOS'S EMPLOYMENT WITH KHALID MEKKI AND BAWADI, INC.

Jose Mateo Sanchez Ramos
José Mateo Sanchez Ramos

Date: 5-8-18

Khalid Mekki

Date: _____

Khalid Mekki
For Bawadi, Inc.

Date: _____